



IN REPLY
REFER TO

DNSC-C1

DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4616
FT. BELVOIR, VIRGINIA 22060-6220



June 13, 2003

**AMENDMENT NO. 006 TO
SOLICITATION OF OFFERS FOR
QUINIDINE SULFATE
UNDER DLA-QUINIDINE-001**

The above referenced Solicitation of Offers, DLA-QUINIDINE-001, dated April 19, 1999 for the sale of quinidine sulfate, is hereby amended to update the listing of available material as follows:

1. Amendment Nos. 001 through 005 are deleted in their entirety and are no longer applicable to offerings under Solicitation of Offers for quinidine sulfate under DLA-QUINIDINE-001.

2. All references to Suite 4616 (Mail) or Suite 4528 (Hand Delivered) should be deleted and replaced with Suite 3229. Hand delivery is no longer available.

3. **Introduction (NOV 98)**

Delete this paragraph in its entirety and replace with the following:

a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting offers for the sale of approximately 2,211,122 avoirdupois ounces (av. oz.) of quinidine sulfate in Fiscal Year 2003. **The next offering under this solicitation will be held on June 25, 2003, at 2:00 p.m. local time, Ft. Belvoir, VA.** If all material is not sold at that time, subsequent offerings will be held on the third Wednesday of each month, beginning July 16, 2003, at 2:00 p.m., local time, Ft. Belvoir, VA, until all material is sold. In order to be considered, offers must be received by the time and date specified. If the date set for opening is a holiday or DNSC is otherwise closed at that date and time, offers for that day will be received at 2:00 p.m. local time, Fort Belvoir, VA on the next DNSC business day.

4. Add the following **Subsection A.3 – Foreign Trade Statistics Regulations (JUN 01):**

A.3 Foreign Trade Statistics Regulations (JUN 01):

1. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Solicitation.
2. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).

3. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
 - a. Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 - b. Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
4. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.
5. Insert the following as **Subsection A.4 – Financial Exposure Limit (MAR 02):**
 - A.4 Financial Exposure Limit (MAR 02)**
 1. The Government will establish a financial exposure limit (maximum level of business the Government will allow) for each offeror. The financial exposure limit shall be determined based upon the following:
 - a. Financial Position of the offeror
 - b. Past Performance
 - c. References (Suppliers, Financial Institutions)
 - d. Credit Reports
 2. If the Contractor reaches its financial exposure limit, subsequent sales will cease until such time that the Contractor satisfactorily performs existing contracts or the Government increases the exposure limit.
6. **SECTION B – PREPARATION AND SUBMISSION OF OFFERS, Subsection B.1. Submittals (JAN 95), Paragraphs c. and d.**

Delete these paragraphs in their entirety and replace with the following:

- c. Section I.3. **Certificate of Independent Price Determination (JUL 97).**
- d. Section I.4. **Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97).**
- e. Representations, Certifications and Identifications at Sections I.5. through I.10. Offerors please note: If Annual Representations, Certifications and Identifications have previously been submitted they need not be resubmitted unless there has been a change in the information.

- f. Offerors must submit copies of the most recent income statement and balance sheet for the company and any other documentation that will validate the level of business transactions and financial condition of the firm (e.g., a list of references).
- g. The Government will evaluate the financial documentation to determine an applicable financial exposure limit. DNSC may require the Contractor to submit updated information at any time.
- h. Offerors shall submit the financial documentation to the following address/facsimile number:

Defense National Stockpile Center
Attn: (QUINIDINE) Contract Specialist, DNSC-C1
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Fax: (703) 767-5411

- i. Any other terms the Offeror wishes to negotiate, accompanied by supporting documentation. (See Section B.6.c.)
7. Change the date on **Subsection A.7 – Evaluation of Offers (MAR 98)** to read **A.7 Evaluation of Offers (FEB 03)**, and insert the following at Section B.7.c:
- c. The maximum acceptable payment terms are NET 30 calendar days from DNSC receipt of current, accurate, and complete Shipping Instructions.

8. SECTION B – PREPARATION AND SUBMISSION OF OFFERS, Subsection B.10 Responsibility Determination (JUN 95)

Delete this Subsection in its entirety and replace with the following:

B.10 Responsibility Determination (SEP 02)

- a. No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility.
- b. To be determined responsible and eligible for award, Offerors shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, an Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review the financial statements and references submitted by the Offeror, as well as the current Dun & Bradstreet reports and any other credit reports.

9. SECTION C - INSPECTION (JUN 98)

Delete this section in its entirety and insert the following:

- a. No inspection of the material is permitted.
- b. The Government will provide samples of quinidine sulfate to an Offeror upon receipt of a written request from the Offeror. Samples will consist of approximately 250 grams and will be a grab sample from each line item or line items specified by the Offeror. As consideration for the free sample, the offeror shall provide a written analysis to the Defense National Stockpile Center at the address below. Requests for samples shall be sent or faxed to the address below:

Defense Logistics Agency
Defense National Stockpile Center
Attention: DNSC/C1 - Quinidine
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, Virginia 22060-6223
FAX NUMBER: 703-767-5411

- c. The offeror shall assume full responsibility for handling and disposing of the sample(s).

10. SECTION G – CONTRACT ADMINISTRATION DATA, Subsection G.2 Title (JAN 98)

Delete this Subsection in its entirety and replace with the following:

G.2 Title (Oct 01)

Title to the material shall pass to the Contractor after payment is received or the material is shipped, whichever occurs first.

11. SECTION G – CONTRACT ADMINISTRATION DATA, Subsection G.3 Risk of Loss (JUL 02)

Delete this Subsection in its entirety and replace with the following:

- a. After the award of the contract and prior to receipt of payment for or shipment of the material, whichever occurs first, the Government shall be responsible for the care and protection of the material, and any loss, damage or destruction occurring during such period will be adjusted by the Government.
- b. After receipt of payment but prior to either shipment or the end of the contract period, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- c. After shipment or the end of the contract period, whichever occurs first, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

12. All references to Section **I.2 Item Offer Page - DLA-Quinidine-001 (APR 99)**, Section **J.1 Chemical Analyses of DNSC Quinidine Sulfate (APR 99)** and Section **J.2 Storage Location (APR 99)** are updated to read: "Section **I.2 Item Offer Page - DLA-Quinidine-001 (JUN 03)**", "Section **J.1 Chemical Analyses of DNSC Quinidine Sulfate (JUN 03)**" and "Section **J.2 Storage Locations (JUN 03)**", respectively.

13. Section **I.2 Item Offer Page - DLA-Quinidine-001 (APR 99)**, Section **J.1 Chemical Analyses of DNSC Quinidine Sulfate (APR 99)** and Section **J.2 Storage Location (APR 99)** are deleted and the attached Section **I.2 Item Offer Page - DLA-Quinidine-001 (JUN 03)**, Section **J.1 Chemical Analyses of DNSC Quinidine Sulfate (JUN 03)** and Section **J.2 Storage Locations (JUN 03)** are inserted therefor.

14. Offerors shall indicate acknowledgment of receipt of this Amendment by signing in the space provided below and returning this form and the attached Sections **I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)**, **I.3 Certificate of Independent Price Determination (JUL 97)** and **I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)** along with their offer to:

ATTN: Bid Custodian (DNSC-XO)
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5541

Failure to acknowledge receipt of this Amendment may result in the Offeror being ineligible for award.

Except as provided herein, all other terms and conditions of DLA-QUINIDINE-001 thereto remain unchanged and in full force and effect.

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

I.1 Sale of Government Property Negotiated Sales Contract (JUL 97)

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER SP0833-03-S-		PAGE 1 OF	
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Contractor below identified. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-QUINIDINE-001. In the event of a conflict between the terms of the Solicitation, and the Negotiated Sales Contract the terms of the Negotiated Sales Contract shall govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Unit(s))	UNIT	UNIT PRICE	AMOUNT
	Contract Period Expires on:				
EXECUTION BY CONTRACTOR		EXECUTION BY GOVERNMENT			
DATE (Day, Month, Year)		UNITED STATES OF AMERICA BY:		DATE:	
NAME OF CONTRACTOR					
ADDRESS (Street, City, State & Zip Code) (Type or Print)		NAME AND TITLE OF CONTRACTING OFFICER			
Telephone Number: _ Facsimile Number: _					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)		Contracting Officer _____ (Agency)			

			NO. OF		QUANTITY		
ITEM	STORAGE	LOT	DRUMS	SUPPLIER/	Quinidine Sulfate	UNIT	TOTAL
NO.	LOCATION	NUMBER	or CASES	PRODUCER	Bulk Wt.(av.oz.)	PRICE	PRICE
18	Hammond, IN	2328	12	R.W.Greef/ACF	21,168.64	\$	\$
19	Hammond, IN	2371	12	R.W.Greef/ACF	21,192.80	\$	\$
21	Hammond, IN	1THRU 12	12	R.W.Greef/ACF	21,135.00	\$	\$
22	Hammond, IN	13 THRU 24	12	R.W.Greef/ACF	21,128.00	\$	\$
23	Hammond, IN	25 THRU 36	12	R.W.Greef/ACF	21,152.00	\$	\$
24	Hammond, IN	37 THRU 42	6	R.W.Greef/ACF	10,590.00	\$	\$

36	Clearfield, UT	2B	50	NY Quinine/Holland	49,980.00	\$	\$
37	Clearfield, UT	608A	50	NY Quinine/Holland	50,000.00	\$	\$
38	Clearfield, UT	608B	54	NY Quinine/Holland	53,974.00	\$	\$
39	Clearfield, UT	ONE-A	50	NY Quinine/Holland	50,000.00	\$	\$
40	Clearfield, UT	ONE-B	50	NY Quinine/Holland	50,000.00	\$	\$
41	Clearfield, UT	ONE-C	50	NY Quinine/Holland	50,000.00	\$	\$
42	Clearfield, UT	ONE-D	50	NY Quinine/Holland	49,968.00	\$	\$

43	Somerville	003	100	Unknown	99,999.00	\$	\$
44	Somerville	004	100	Unknown	99,999.00	\$	\$
45	Somerville	005	100	Unknown	99,999.00	\$	\$
46	Somerville	007	100	Unknown	99,999.00	\$	\$
47	Somerville	009	100	Unknown	99,999.00	\$	\$
48	Somerville	011	58	Unknown	57,998.00	\$	\$
49	Somerville	1-4	200	Unknown	199,979.00	\$	\$
50	Somerville	101	2	Unknown	1,690.88	\$	\$
51	Somerville	101	19	Unknown	18,236.50	\$	\$
52	Somerville	102	2	Unknown	3,405.00	\$	\$

I.2 Item Offer Page - DLA-Quinidine-001 (JUN 03)

**DLA-QUINIDINE-001
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			NO. OF		QUANTITY		
ITEM	STORAGE	LOT	WOOD	SUPPLIER/	Quinidine Sulfate	UNIT	TOTAL
NO.	LOCATION	NUMBER	CASES	PRODUCER	Bulk Wt.(av.oz.)	PRICE	PRICE
53	Somerville	368	10	Unknown	24,999.00	\$	\$
54	Somerville	369	10	Unknown	24,999.00	\$	\$
55	Somerville	385	10	Unknown	24,999.00	\$	\$
56	Somerville	386	10	Unknown	24,999.00	\$	\$
57	Somerville	387	10	Unknown	24,999.00	\$	\$
58	Somerville	393	10	Unknown	24,999.00	\$	\$
59	Somerville	411	10	Unknown	24,999.00	\$	\$
60	Somerville	588	10	Unknown	24,999.00	\$	\$
61	Somerville	835	301	Unknown	300,077.00	\$	\$
62	Somerville	ONE	60	Unknown	59,999	\$	\$
63	Somerville	ONE	25	Unknown	24,999	\$	\$
64	Somerville	ONE	30	Unknown	29,999	\$	\$
65	Somerville	VAR	2	Unknown	12	\$	\$

MINIMUM OFFER QUANTITY - ONE ITEM

COMPANY NAME:

SIGNATURE:

DATE:

NAME AND TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

I.3 Certificate of Independent Price Determination (JUL 97)

a. The Bidder certifies that -

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in this bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening (in the case of a sealed bid Invitation) or contract award (in the case of a negotiated Invitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

b. Each signature on the bid is considered to be a certification by the signatory that the signatory -

(1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above

(insert full name of person(s) in the Bidder's organization responsible for determining the prices offered in this bid or offer, and the title of his or her position in the Bidder's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision b.(2)(i), above, have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3), above.

c. If the Bidder deletes or modifies subparagraph a.(2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

a. (1) The Bidder certifies, to the best of its knowledge and belief, that -

(i) The Bidder and/or any of its Principals -

(A) Are (____) are not (____) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have (____) have not (____), within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are (____) are not (____) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision **a.(1)(i)(B)** of this provision.

(D) Are ____ are not ____ presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;

(E) Have ____ have not ____ within the three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.

(ii) The Bidder has (____) has not (____), within a three-year period preceding this bid, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) If the Bidder answers affirmatively to **a.(1)**, above, the Bidder shall include in its bid an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

b. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. A certification that any of the items in paragraph **a.** of this provision exists will not necessarily result in withholding of an award under this Invitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Bidder nonresponsible.

d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph **a.** of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e. The certification in paragraph **a.** of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Invitation for default.

DLA-Quinidine-001
Amendment 006[illegible]

J.2 Storage Locations (JUN 03)

**DLA -QUINIDINE-001
AMENDMENT 006**

SITE	OUTLOADING DAYS	OUTLOADING HOURS	AVAILABLE TRANSPORTATION
Hammond, IN	MON – THURS FRIDAY	0715 – 1515 0815 – 1515	TRUCK & RAIL
Clearfield, UT	MON – FRI	0700-1500	TRUCK
Somerville, NJ	MON – FRI	0700 – 1500 0800 – 1500	TRUCK

POINT OF CONTACT

**Ms. Marva Gettis
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223**

**Telephone Number: (703) 767-7615
Facsimile Number: (703) 767-7608**